



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 30, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 NOVEMBER 30, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACT FOR UNDERGROUND STORAGE TANK DESIGNATED OPERATOR SERVICES FOR 63 DEPARTMENT OF PUBLIC WORKS LOCATIONS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award a contract for Underground Storage Tank Designated Operator Services for 63 Department of Public Works locations within the unincorporated area of Los Angeles County and contract cities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Underground Storage Tank Designated Operator Services in an annual sum of \$93,218 to Belshire Environmental Services, Inc. This contract will be for a term of one year commencing on January 1, 2011, with four 1-year renewal options and a month to month extension up to six months for a maximum potential term of 66 months and a potential maximum contract sum of \$512,699.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the

contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the International Code Council certified personnel to serve as Underground Storage Tank Designated Operators for 63 Department of Public Works (Public Works) locations within the unincorporated area of Los Angeles County and contract cities. The work to be performed will consist of a monthly update of each site's logbook, a monthly inspection of underground tanks and motor-fuel dispensers, and annual training of Public Works employees. Public Works has contracted for these services since 2005.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$93,218 plus 10 percent for unforeseen, additional work within the scope of the contract. This amount is based on the annual price quoted by the contractor. Public Works successfully negotiated with the contractor to reduce its rates from an estimated annual cost of \$98,930 to \$93,218 without adding extension years or reducing the level of service.

Funding for these services is included in various Public Works Fiscal Year 2010-11 funding sources including, but not limited to, the Road Fund, Sewer Maintenance Fund, and Waterworks Fund Budgets. When the need arises for services under this contract, financing the required services will be made from the appropriate fund source. Total annual expenditures for these services will not exceed the contract amount approved by your Board, and no service will be ordered without the funding authorization of Public Works Financial Management Branch. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Belshire Environmental Services, Inc., located in Foothill, California. This contract will commence on January 1, 2011, for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew the contract for four 1-year renewal options and a month to month extension up to six months, for a maximum

potential contract period of five and a half years.

The contract agreement will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Belshire Environmental Services, Inc., was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of the contract will not result in an unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on June 30, 2010, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15309 of CEQA.

CONTRACTING PROCESS

On July 1, 2010, Public Works solicited proposals from 115 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On August 4, 2010, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Belshire Environmental Services, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

AGREEMENT FOR
UNDERGROUND STORAGE TANK DESIGNATED OPERATOR SERVICES
(2010-AN017)

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and BELSHIRE ENVIRONMENTAL SERVICES, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 28, 2010, hereby agrees to provide services as described in this Contract for Underground Storage Tank Designated Operator Services (2010-AN017).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, County of Los Angeles Department of Public Works Underground and Aboveground Storage Tank Inventory; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works (Director), to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$93,218 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on January 1, 2011. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the

final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: The CONTRACTOR shall include the following items when providing invoices to Public Works:

- 1) Date of actual inspection call.
- 2) Invoice date.
- 3) Type of call: Routine Inspection or Special Service Call.
- 4) Contract number.
- 5) Site location name and address.
- 6) Itemized labor and materials billing breakdown with:
 - a. Item description
 - b. Price for each per Form PW-2, Schedule of Prices
 - c. Quantity
 - d. Total invoice amount
- 7) Identification of the Underground Storage Tank Designated Operator performing the service.
- 8) Comments to describe the service and minor repairs, if any, performed along with any discrepancies found at the site that were not addressed by the inspector.
- 9) Reference to any Notice of Violation, local agency (Certified Unified Program Agencies) notification, or Notice to Comply.
- 10) Inspection documentation.

EIGHT: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through F inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: The CONTRACTOR who is awarded this Contract for Underground Storage Tank Designated Operator Services will not be eligible for any contract award for other Underground Storage Tank/Aboveground Storage Tank (UST/AST) contracts solicited by Public Works, including those for UST/AST Certification and/or for UST/AST Repairs.

Further, in the event any acquisition, merger, or other change in CONTRACTOR'S business entity results in common ownership of Proposer/Contractor with an entity that has been awarded other Public Works UST/AST contracts, the Proposer's bid will be deemed nonresponsive. If such common ownership results after contract award, then this Contract may be immediately terminated or suspended, at the Director's sole discretion, without liability to COUNTY.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

BELSHIRE ENVIRONMENTAL
SERVICES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

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Bid Detail Information

Bid Number : PW-ASD 789
Bid Title : UNDERGROUND STORAGE TANK DESIGNATED OPERATOR SERVICES
Bid Type : Service
Department : Public Works
Commodity : LEAK DETECTION AND VAPOR MONITORING EQUIPMENT FOR TANKS
Open Date : 7/1/2010
Closing Date : 7/14/2010 5:30 PM
Bid Amount : \$ 100,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Underground Storage Tank Designated Operator Services (2010-AN017). The total annual contract amount of this service is estimated to be \$100,000.
The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Andres Campaz at (626) 458 4072, acampaz@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

PLEASE NOTE THAT A PRINTED COPY OF THIS RFP WILL NOT BE PROVIDED AT THE CONFERENCE. PROPOSERS MUST ACCESS THE RFP AT THE ABOVE-MENTIONED LINK AND DOWNLOAD A COPY FOR THEIR USE.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

- Proposer or its managing employee must have three years of experience performing underground storage tank inspection, certification, and/or maintenance services.
- Proposer must be able to furnish the services of three or more individuals who hold valid certificates issued by the International Code Council indicating that they have successfully passed the California Underground Storage Tank System Operator Exam.
- Proposer must also demonstrate the capacity to assign a minimum of three field service units at any given time with one staff person assigned as the coordinator.

A Proposers' Conference will be held on Wednesday, July 14, 2010, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within seven calendar days from the date of the conference. After the seventh day, it may be impossible to respond to further requests for information.

Also, note that the Proposer who is awarded this contract for Underground Storage Tank Designated Operator Services will not be eligible for any contract award for other Underground Storage Tank/Aboveground Storage Tank (UST/AST) contracts solicited by Public Works, including those for UST/AST Certification and/or for UST/AST Repairs.

Further, in the event any acquisition, merger, or other change in Proposer's business entity results in common ownership of Proposer with an entity that has been awarded other Public Works UST/AST contracts, the Proposer's bid will be deemed nonresponsive. If such common ownership results after contract award, then this contract may be immediately terminated or suspended, at the Director of Public Works sole discretion, without liability to County.

The deadline to submit proposals is Wednesday, July 28, 2010, at 5:30 p.m.
Please direct your questions to Mr. Campaz at the number listed on the previous page

Contact Name : Andres Campaz
Contact Phone# : (626) 458-4072
Contact Email : acampaz@dpw.lacounty.gov
Last Changed On : 7/2/2010 8:12:05 AM